



The Voice of Recycling Industry in the Middle East

### **MEDIATION PROCEDURE OF BMR**

Mediation will be applicable only where one of the parties is a BMR Member

#### **General Guideline of Mediation**

To put up an Mediation Claim to Mediation Committee, any one of the parties should be a BMR Member.

The Mediation Committee will consider only the Claims as mentioned below:

#### **Nature of Claims**

Non- Performance of Shipments by Suppliers	- Any value,
Wrong Quality material shipment by Supplier contradicting to contract terms	- Min. value should be US\$15, 000/-
Non - Lifting of Shipments by Buyers	- Any value
Non - Payment of Documents on time leading to diversions/detention/demurrage etc.	- Any value,

#### **Procedure of handling Mediation claims by BMR**

##### **STEP -1 MEDIATION APPLICATION**

The party who wants to put his case in from of the Mediation Committee (MC) has to fill up (1) Mediation Application Form, giving all details Of the buyer/ Supplier, copy of Contract done all relevant E-mail / Fax communication along with delivery proof, Photos wherever required, advice nature of dispute value of dispute along with non-refundable fee of USD 1000/- payable to BMR either by TT/ Cash/Bankers Draft/Local cheque and (2) Mediation Acceptance Form. (Mediation application Form and Mediation Acceptance form are enclosed). All documents to be sent by DHL only. Address for sending the documents through DHL is given below

Mr. Monir Al Sharif  
Bureau of Middle East Recycling  
Jumeirah Lakes Towers  
P O Box 294641  
Dubai, United Arab Emirates  
Tel: +971 4 277 6843  
Fax: +971 4 277 6845

The Company who is lodging the claim will be hereinafter referred to as the **“First Party”** and against whom the Claim is lodged will be referred to as the **“Second Party”**

The Applicant has to sign an Indemnity letter, indemnifying the Mediation Committee (MC) for decision taken by them while requesting the Committee to take up the things to solve the matter amicably.

##### **STEP -2 MEDIATION PROSCCESSING**

Upon realization of the payment, The Mediation Committee will process the Mediation Application as soon as possible it is total jurisdiction of the MC to accept or reject the claim case.

#### **2.1 SCRUTINY OF APPLICATION**

- 2.1 (a) If the Committee finds the claim to be appropriate, then they will send letter to the First Party and the Second party, advising them to settle their claim amicably within the specific time deadline (on the Jurisdiction of the MC). The Committee has to ensure that the notice has been well received by the First Party and the Second Party.
- 2.1 (b) If the Committee finds the claim to be inappropriate, then committee will issue a letter to the first Party stating reason for rejection the application and the case closes there.



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## **2.2 SETTLEMENT OF CLAIM OUTSIDE THE COMMITTEE**

If both parties amicably settle the claim between themselves, then a letter of settlement to be submitted to the committee within the specific time deadline and the case closes there.

- 2.3 If the second party does not respond to the notice of the committee within the specific time deadline, then the committee will inform all BMR members that the second party is an un-reliable and will advise not to deal with such un-reliable party.

## **2.4 MEDIATION ACCEPTANCE**

In case both parties are not able to settle the claim amicably between themselves within the agreed frame, Then either one of the parties has to inform the Mediation committee, who will take up the case from there.

### **MEDIATION COMMITTEE**

The Mediation committee (MC) will comprise of 5 members. A minimum of 3 members of the MC will preside over a single Mediation case. In case, if any 3 members are not available for some or other reason, the committee can request the post bearers (President, General secretary & Treasurer) to come as backup to preside over the case.

### **MEDIATION PROCEDURE**

- (1) In case both parties' wants the case to be decided by the Mediation Committee, then both parties have to pay a deposit of 25% each of the claimed value to the BMR Mediation Committee, who will study in detail, have personal one to one hearing with both parties & give their Final Decision. The Second Party also has to issue, (a) Letter of Indemnity and (b) Mediation Acceptance For as the formats enclosed, along with the Deposit amount to the Mediation Committee. In failure of above, proceeding will not move ahead. The MC can employ their jurisdiction on deciding the deposit amount irrespective of claimed amount. The MC also will decide:
  - (a) Time & amount to be deposited shall be specified by the MC to both parties. Accounts details to be provided.
  - (b) Date of hearing will be within 1 month of deposit date deadline as per available MC members.
  - (c) After receiving deposit amount, date of hearing and time allocated for hearing will be provided by MC within 7 days of deposit date by both parties.
  - (d) Personal one to one hearing or conference call hearing: Any one measure can be resorted to as per jurisdiction of MC.
- (2) If the Mediation Committee requires any legal advice they can take opinion from any UAE lawyers and the **fees** for the same has to be paid by the defaulted party.
- (3) If the Committee is not able to take a decision in one sitting, then the Committee will give date, time & venue for further hearings.
- (4) The decisions of the Mediation Committee shall be final and binding on both the parties, irrespective of contractual terms between the parties, both parties cannot appeal further or argue on any grounds of decision taken.
- (5) When the Mediation Committee will give their Verdict.
  - (5)1 The defaulted party will have to pay for all direct costs, travel expenses of the favored party if he is Not residing in UAE and has come to only for attending the hearing along with the settled claim Amount to the BMR, who shall reimburse the amount to the favored party after deducting 3% of the Settled claim amount or US\$ 1000/- whichever is higher.
  - (5)2 In case the defaulted party fails to pay the settled claim amount along with the direct costs and travel Expenses of the favored party to the BMR within the 15 days from the date of verdict or refuse to Accept the Verdict of the Mediation Committee, then such defaulted party's name will be published As "Un-reliable Party (**Supplier/ Buyer**) "and the amount deposited by him to the BMR shall be



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Forfeited and the said amount will be paid to the favored party after deducting **3%** of the settled Claim Amount or US\$ 1000/-, whichever is higher. Also in both cases, deposited of the favored party Shall be returned back to him.

**ACTION POST MEDIATION**

1. If any BMR member’s name has been published as **“UN- reliable Party (Supplier / Buyer)”** then such Un- reliable party name will be eliminated from the BMR List and the same will be circulated amongst all the BMR members.
2. If Non- BMR member has been published as **“Un- reliable Party (Supplier / Buyer)”** the same will be circulated amongst all BMR members and henceforth, any BMR member cannot put any claim before the Mediation Committee against such Un- reliable Party or vice versa,
3. All are advised both deal with such Un- reliable Supplier / Buyer and in case anyone still continue to deal such Un- reliable party, he will be doing so on his own free will and he cannot put up any disputes before the Mediation Committee against such Un-reliable parties.

**ROLE OF AGENTS**

1. Agents cannot be party of Mediation either by himself or on behalf of any Supplier/ Buyer if he is purely on indenting agent keeping only indenting commission and maintaining transparency in the transactions.
2. In case the Agent keep difference in price and does not maintain transparency in the transaction, he will be treated as a Trader and a trader can be a Party to Mediation.
3. Agent cannot make an mediation case.

**GENERAL CLAUSE**

1. After consulting President and / or Vice President of the BMR, the MC can decide else wise on a specific case.
2. In case of direct shipments and India/Chinese/Hong Kong customers, a 20 % advance upon signing the contract is mandatory, failing which, Non lifting of Shipments by Buyers and Non- payment of documents on time shall not be entertained by the MC.
- 3.

I/WE \_\_\_\_\_ do hereby declare and confirm that, I/ We have to read and understood the contents in the arbitration procedure and the same acceptable to me.

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Full name of Applicant

\_\_\_\_\_  
Designation of the Applicant



**The Voice of Recycling Industry in the Middle East**

Date:

To

**The Mediation Committee  
Bureau of Middle East Recycling (BMR)  
Dubai, U.A.E**

**LETTER OF INDEMNITY**

Dear Sir,

In consideration of your issuing a verdict / decision in favour of / against us, we hereby undertake to indemnify “you” — the BMR ( Bureau of Middle East Recycling ) and / or MC ( Mediation Committee ) and / or Members of AC, to keep “you” indemnified against all actions, suits, proceedings, claims, expenses, losses, damages, costs, charges and liabilities, whatsoever, which may be taken or may cost “you” or incurred or become payable by “you” by reasons of or on account of arriving out of “your” issuing verdict / decision for the aforesaid case.

We declare and confirm that the information contained in all our application, or in such documents as referred to above true and correct.

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Signature of Authorized

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Full Name of Authorized Signature

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Designation of Authorized Signature